

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 25	
2. Amendment/Modification No. P00016		3. Effective Date 2006AUG30		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHEA JOSEPH S. SCOTT (586)574-7312 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: JE EMAIL: JOSEPH.SCOTT@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA PHOENIX TWO RENAISSANCE SQUARE 40 N. CENTRAL AVENUE, SUITE 400 PHOENIX, AZ 85004-4424 SCD A PAS NONE ADP PT HQ0339		Code S0302A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) HONEYWELL INTERNATIONAL INC 1300 W WARNER ROAD TEMPE, AZ 85284-2822 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-N131	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000SEP29	
Code 02LU7		Facility Code 99193					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AS NET INCREASE: \$140,064.00 <div style="text-align: right;">FMS REQUIREMENT</div>							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2006SEP28 Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) RICHARD K. KULCZYCKI RICHARD.KULCZYCKI@US.ARMY.MIL (586)574-7299			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2006AUG30	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC			

SECTION A - SUPPLEMENTAL INFORMATION

Status	Regulatory Cite	Title	Date
A-1 ADDED	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2 ADDED	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

The purpose of modification P00016 to Contract number DAAE07-00-C-N131 is to:

- Add the requirement for one Field Service Representative (FSR) to the contract. The FSR will support the Australian Government Fielding and Deprocessing of M1A2 Abrams tanks. The Honeywell Field Service Representative will provide the required services and maintenance of the PROSE engine in accordance with the Fielding & Deprocessing Guide. The periods of performance for this effort will run from 8 Sep through 15 Dec 2006 and from 6 Mar through 29 May 2007. The Scope of Work (SOW), contained in Section C, has been modified to incorporate the FSR requirement.
- As a result of the above, CLIN 0007AC (Cost Plus Fixed Fee) is added to the contract in the amount of \$140,064.00. CLIN 0007AC is comprised of an Estimated Cost of \$126,266.00, Cost Of Money of \$1,259.00 and a Fixed Fee of \$12,539.00.
- Section C is revised to incorporate the FSR requirement and is reflected through the addition of Section C.8 through C.8.7.1. The previously developed Scope of Work, located in Section C, is reproduced in this modification for information purposes.
- Exhibit A for Contract Data Requirements Listings (CDRL) is incorporated into the contract to list the data requirement, Contractor Technical Activity Reports. The CDRL also lists Data Item Descriptions (DID) for format submission, including DI-MGMT-80910 and DI-MGMT-80911.
- Attachment 003, Deprocessing and Fielding Agreement, dated 22 Jun 2006 is incorporated into the contract to establish mutual agreements, schedules, procedures, and responsibilities of the contractor. The following changes to the Deprocessing and Fielding Agreement are hereby incorporated into the contract as a new Deprocessing Guide will not be issued or re-written.
 - Australia cannot provide suitable accommodation on the Puckapunyal Army Base to meet the requirements of the Deprocessing personnel. They are now to be accommodated in a local motel in Seymour, which is to be booked and paid for by Australia. The Deprocessing personnel will therefore be responsible for their own meals.
- The following clauses are hereby added to the basic contract. These clauses apply only to the FSR CLIN 0007AC.

FAR/DFAR	Dated	Clause Title
52.214-4003	01 Mar 1998	All or None
52.246-5	01 Apr 1984	Inspection of Service - Cost Reimbursement
52.247-29	01 Jun 1988	F. O. B. Origin
52.247-4005	01 Oct 1994	Shipment of Supplies and Detention of Carriers Equipment
52.216-24	01 Apr 1984	Limitation of Government Liability
52.216-25	01 Oct 1997	Contract Definitization
252.217-7000	01 Dec 1991	Exercise of Option to Fulfill Foreign Military Sales
52.216-4008	01 Jun 1989	Status of Funds on Cost Reimbursement Contracts/CLINS
52.242-1	01 Apr 1984	Notice of Intent to Disallow Costs

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52.248-1	01 Feb 2000	Value Engineering
52.230-2	01 Apr 1998	Cost Accounting Standards
52.243-2	01 Aug 1987	Changes-Cost-Reimbursement (Alt I (Apr 1984))
52.243-2	01 Aug 1987	Changes-Cost-Reimbursement (Alt V (Apr 1984))
52.243-2	01 Aug 1987	Changes-Cost-Reimbursement (Alt II (Apr 1984))
52.230-3	01 Apr 1998	Disclosure and Consistency of Cost Accounting Practices
52.230-6	01 Nov 1999	Administration of Cost Accounting Standards
52.249-6	01 Sep 1996	Termination (Cost-Reimbursement)
52.216-7	01 Mar 2000	Allowable Cost and Payment
52.228-7	01 Mar 1996	Insurance-Liability to Third Persons
52.215-10	01 Oct 1997	Price Reduction For Defective Cost or Pricing Data
52.242-10	01 Apr 1984	FOB Origin-Govt Bills of Lading or Prepaid Postage
52.215-11	01 Oct 1997	Price Reduction For Defective Cost or Pricing Data-Modification
52.215-12	01 Oct 1997	Subcontractor Cost or Pricing Data
52.215-13	01 Oct 1997	Subcontractor Cost or Pricing Data-Modification
52.232-20	01 Apr 1984	Limitation of Cost
52.232-22	01 Apr 1984	Limitation of Funds
52.216-24	01 Apr 1984	Limitation of Government Liability
252.215-7002	01 Oct 1998	Cost Estimating System Requirements
52.232-4005	01 Jan 1988	Invoice Information Requirement
52.215-21	01 Oct 1997	Requirement For Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modification (Alternate I and Alternate III)
52.215-21	01 Oct 1997	Requirement For Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modification (Alternate II and Alternate III)
252.225-7015	01 Dec 1991	Preference For Domestic Hand or Measuring Tools
252.247-7023	01 Nov 1995	Transportation of Supplies by Sea
52.215-1	01 Feb 2000	Instruction to Offeror (Alt II)
52.215-1	01 Feb 2000	Instruction to Offeror (Alt I and Alt II)
52.216-1	01 Apr 1984	Type of Contract
52.247-4015	01 Feb 1998	Evaluation of Transportation Costs For Options (F. O. B. Origin)
252.243-7000	01 Sep 1999	Engineering Change Proposals
52.247-47	01 Apr 1984	Evaluation-FOB Origin
252.225-7027	01 Apr 2003	Restriction on Contingent Fees for FMS
252.225-7042	01 Apr 2003	Authorization to Perform
252.232-7003	01 Jan 2004	Electronic Submission of Payment Requests
252.232-7008	01 Jun 1997	Assignment of Claims (Overseas)
252.232-7010	01 Sep 2005	Levies on Contract Payments
252.242-7004	01 Nov 2005	Material Management and Accounting System
52.201-4000	01 Jan 2006	TACOM - Warren Ombudsperson
52.204-4011	01 Oct 2005	TACOM - Payment Instructions for DFAS
52.204-7	01 Oct 2003	Central Contractor Registration
52.216-8	01 Mar 1997	Fixed Fee
52.222-29	01 Jun 2003	Notification of Visa Denial
52.222-39	01 Dec 2004	Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.227-4004	01 Oct 2003	TACOM - Release of Information
52.230-6	01 Nov 1999	Administration of Cost Accounting Standards
52.233-4	01 Oct 2004	Applicable Law for Breach of Contract Claim
52.246-4028	01 Nov 2005	TACOM - Inspection and Acceptance Points: Origin
52.247-63	01 Jun 2003	Preference for U.S. Flag Air Carriers
52.249-14	01 Apr 1984	Excusable Delays

7. As a result of this Modification P00016, the total amount of the contract is increased by \$140,064.00 from \$139,779,633.36 to \$139,919,697.36. This Modification includes \$126,266.00 in estimated cost, \$1,259.00 in Cost of Money, and \$12,539.00 in fixed fee.

8. Except for the changes resulting from this Modification P00016, all other terms and conditions, as previously modified, remain unchanged.

*** END OF NARRATIVE A0019 ***

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0007	SECURITY CLASS: Unclassified				
0007AC	<div>SERVICES LINE ITEM</div> <div>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: FSR FOR ENGINE DEPROCESSING PRON: J56CFS0247 PRON AMD: 03 ACRN: AS AMS CD: ZZH085 FMS CASE IDENTIFIER: AT-B-ZZH</div> <div>CLIN 0007AC is being added as a Cost Plus Fixed Fee CLIN</div> <div>Estimated Cost \$126,266.00 Cost Of Money \$ 1,259.00 Fixed Fee \$ 12,539.00 TOTAL \$140,064.00</div> <div>(End of narrative C001)</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 29-MAY-2007</div> <div>\$ 140,064.00</div>	LO		\$ 140,064.00	

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
SCOPE OF WORK (SOW)

C.1 CONFORMANCE WITH SPECIFICATIONS, DRAWINGS, AND REQUIREMENTS

C.1.1 The Contractor shall work with Anniston Army Depot (ANAD) to support overhaul of the AGT 1500 Engines under the Partnership to Reduce Operation and Support Engine (PROSE) costs program. Under the teaming arrangement the Contractor shall provide the hardware and technical support to ANAD for the overhaul of AGT 1500 Engines to meet the performance requirements of AlliedSignal/Honeywell Fabrication Specification 91547-E2180, Revision H, dated 13 August 1999, as determined by the conduct of the overhaul engine test defined in the Engine Test Procedure (ETP) 21500DECU, Revision E, dated 30 June 2000.

C.1.2 Where used within this contract "PROSE Partnership" or "Teaming" is defined as Honeywell and Anniston Army Depot as independent contracting parties working together in a cooperative fashion with the Abrams Program Office to achieve the common goal of reducing the operation and support cost of the AGT 1500 engine.

C.2 CONFIGURATION CONTROL

C.2.1 The Contractor has configuration control of the AGT 1500 Engine Technical Data Package with the exception that the Government retains approval authority for changes to the AlliedSignal/Honeywell Fabrication Specification 91547-E2180, Revision H, dated 13 August 1999, and Engine Test Procedure (ETP) 21500DECU, Revision E, dated 30 June 2000 as provided at C.2.2 below.

C.2.2 Changes (Change Requests/Drawing Revision Notices (CR/DRN's), Waivers, Deviations) to the AGT 1500 Technical Data Package.

C.2.2.1 The Government shall be notified of all changes made by the contractor electronically in accordance with CDRL A001. The changes will be made in accordance with the contractor Single Process Initiative (SPI) for Configuration Management dated November 1, 1996. Any Deviations, Waivers or ECP's that affect EMI or Nuclear Hardening capabilities will be processed as a Class I ECP. All class II design changes will be per the contractor's format.

C.2.3 The Contractor shall analyze all changes to determine the impact on the logistic support functions/products. Logistic impacts shall be documented with the change on the logistics impact summary form.

C.2.4 Any Class I ECP, major waiver or major deviation having logistics impact may be vetoed by the government within 20 working days after electronic notification of the change has been received by the government.

C.2.6 The Government will be notified electronically of scheduled contractor internal Configuration Control Board (CCB) meetings. This notification must be received by the government not less than 3 calendar days before the scheduled meeting date, unless the contractor establishes a standing meeting date. Participation by government representatives at the contractor's CCB meetings is at the government's option.

C.3. CONTRACT DATA REQUIREMENTS

C.3.1 The contractor shall process all changes to the TDP in accordance with the Contractor Single Process Initiative for Configuration Management dated November 1, 1996, and Paragraph C.2.2 above. This information will be furnished in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL) A001, (DD Form 1423).

C.3.2 The contractor shall provide revisions to the Depot Maintenance Work Requirements (DMWR) on DD FORM 2028-2 to update the control documents in accordance with CDRL A002.

C.4 HARDWARE SUPPORT

C.4.1 The Contractor shall staff, stock,manage the inventory (control excess inventory and shortages) and issue parts from the Honeywell Engine Kitting Facility to support the production requirements of 124 engines by Anniston Army Depot. The Contractor will provide overhaul mandatory replacement parts, safety stock, warranty impact parts, and a percentage of the Master Bill of Material June 2005 based discussions and updates agreed upon between the ANAD Engine Overhaul shop and Honeywell. The remaining parts will be provided by either ANAD through the reclamation process, by determining if the parts are serviceable, or by PM Abrams as detailed in Attachment 002 to this contract.

C.4.1.1. Safety Stock - The contractor shall provide the replacement PROSE hardware required to support the PROSE AGT 1500 engine acceptance testing, Fort Hood, Lima Army Tank Plant and other remote locations.

C.4.2 Upon exercise of options under Clause H.16.2 the Contractor shall perform the scope of work in Clause C.4.1 to meet production requirement of the exercised option quantities as provided in Section F.

C.5 TECHNICAL SUPPORT

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C.5.1 The Contractor shall provide on-line and on-site technical support for the ANAD AGT 1500 Engine overhaul shop and units of the 1st CAV based at Fort Hood and 4th ID based at Fort Hood and Fort Carson. On-call and on-line technical support shall be provided for PROSE engines at FT Knox, APERDEEN Proving Grounds (APG), Yuma Proving Grounds (YPG), Sterling Heights and LATP. The technical support shall also include System's Engineering Support, failure analyses, second-source qualification testing and the following:

C.5.1.1. Providing data collection, training support and certification at FT. Hood.

C.5.1.2. Performing quality and continuous process improvements on an "as needed basis: of the overhaul and repair of the AGT 1500 engine, and provide assistance in streamlining and modifying existing processes to ensure performance objectives are met and any corrective actions plans are implemented.

C.5.1.3. Introducing commercial repair processes and procedures for gas turbine propulsion engines, which are relevant to the repair of the AGT 1500 engine to ANAD.

C.5.1.4. The Government shall consider all recommended improvements for implementation. The Government will undertake agreed upon improvements on a timely basis. The Government will informally notify the contractor of its reasons for declining to implement any recommended improvements.

C.5.1.5. The support plans for FT Hood, FT Knox and APERDEEN Proving Grounds, Yuma Proving Grounds, Sterling Heights and LATP will be included as a reference to this contract.

C.5.2. System Technical Support ? The contractor shall provide System Technical Support (ST) program management, engineering, logistics, quality and configuration management services directly related to engines being overhauled for eventual installation into the Abrams M1A2 System Enhancement Package (SEP) and Wolverine vehicle programs.

C.6. Government Furnished Facility (PROSE Kitting Facility)

C.6.1 The Government will provide the contractor space for the PROSE kitting facility within Building 134 at ANAD. The Contractor agrees to abide by the terms and conditions of the Government Inter-service Support Agreement (ISSA), W31G1Y-99091-139, effective date of 3-10-01, between Abrams Tank System and Anniston Army Depot for this ANAD facility space.

Honeywell On-Site Repair Shop PLUS Normal Return to Stock Process
 Scope of Work

C.7.1 Extended Maintenance Program (EMP) Responsibilities for the Parties.

a. The Contractor shall provide an Extended Maintenance Program (EMP) at Fort Hood for the 45 engines in the 3-67th Armor Battalion after the end of the PROSE warranty period of performance. The EMP will provide field service labor to repair engines resulting from soldier induced failures as well as failures from defective engine parts. The current PROSE Field Service Representative will be utilized for the support to the EMP additional engines. If required, the contractor will utilize on-call support to supplement the PROSE FSR. The EMP engines will be repaired in the FT Hood facility with priority being given to the PROSE warranty repairs first followed by the EMP engines.

b. The Government's responsibility is to provide parts from the battalion's ASL inventory as required to support the repair of the AGT 1500 Engines. The ASL engines and modules will be used when the contractor Field Service Representative needs to swap out an engine or module for repair. If an engine cannot be repaired in the FT Hood repair facility, the engine/module will be returned to the Normal Return to Stock Process. The unit will be provided a turn-in credit against the purchase of another overhauled engine, and the new overhauled engine will be added back to the routable pool inventory.

C.7.2. Extended Maintenance Period. Supplies covered by this extended maintenance program shall be for an additional 81 days after the original PROSE warranty ends:

Battalion A	45 engines	Warranty support from 12 Jul 01 through 16 Nov 01
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C.7.3. Unit 's Field Maintenance Responsibility and Liability:

C.7.3.1 Initial reporting of any PROSE engine incident will be by the crew and Unit maintenance following the troubleshooting in Chapter 3 of the following TMs: TM9 2350-388-10,TM9-2350-388-20-1-1, and annotated on a DA Form 2404. All unit level maintenance items found during troubleshooting should be replace. (i.e.: external harness, switches, sensors, and those type of items within Units ASL. This information will travel through normal maintenance channels directed to the

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Maintenance Control Officer (MCO) or Maintenance Support Technical (MST) of the Forward Support Company (FSC) in support of the issues battalion.

C.7.4. Exclusions: There are no exclusions to this extended warranty coverage.

C.7.5. Data Collection: The contractor shall provide a bi-weekly status report of the PROSE engine repairs in accordance with the CDRL.

C.7.6. Start of Work Meeting The contractor will attend a start-of-work meeting conducted via tele/video conference or conference call with FT Hood during the week of 12 Aug 01.

C.8 FIELD SERVICE REPRESENTATIVE (FSR) SUPPORT*

C.8.1. The contractor will provide Field Service Representative (FSR) support to assist Australian personnel with material fielding, New Equipment Training (NET), vehicle modifications and sustainment maintenance and training as it relates to the PROSE Engine. When performing this activity, the PROSE warranty in clause H.17 entitled "Warranty" shall be considered, and if applicable, it shall be followed.*

C.8.2 The contractor will provide one FSR in Australia for the following periods:

September 2006 through December 2006

March 2007 through May 2007

The FSR will assist Australian personnel during material fielding activities, instruction of NET, application of any modifications and to provide direct maintenance assistance to the using units. This support will be provided, as needed, at various locations in Australia in accordance with the Deprocessing & Fielding Agreement that is attached.*

C.8.3. Material Fielding Team*

C.8.3.1. The FSR will provide support for material fielding based on requirements of the fielding schedule and the material fielding team. This material fielding will include, but not be limited to, assisting the material fielding team with vehicle deprocessing, maintenance of the check list(s) and management of any spare parts packages for the PROSE engines.*

C.8.4. New Equipment Training*

C.8.4.1. The FSR will assist Australian instructors with the instruction of NET. The FSR will also assist with troubleshooting and repairing asset faults that occur during NET.*

C.8.5. Sustainment Maintenance and Training*

C.8.5.1. The FSR will assist Australian personnel with maintenance tasks to include unit through general support troubleshooting and repair. The FSR will also provide assistance with procurement and expediting of spare parts required for the engine not available in the supply system and will provide sustainment and on the job training in conjunction with day to day troubleshooting and repair support.*

C.8.6. Retrofit Application*

C.8.6.1. The FSR will provide labor and assistance for application of modifications to the vehicles that would relate to the PROSE engine.*

C.8.7. Deliverables*

C.8.7.1. The contractor shall provide Contractor Technical Activity Reports, using DI-MGMT-80910 and DI-MGMT-80911 as guidance.*

* Changed by Modification P00016

*** END OF NARRATIVE C0007 ***

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

SECTION E - INSPECTION AND ACCEPTANCE

Status	Regulatory Cite	Title	Date
E-1 ADDED	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2 ADDED	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: _____

(Name) (CAGE)

(Address) (City) (State) (Zip)

ACCEPTANCE POINT: _____

(Name) (CAGE)

(Address) (City) (State) (Zip)

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 ADDED	52.247-29	F.O.B. ORIGIN	FEB/2006
F-2 ADDED	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ LINE AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>ACRN</u> <u>JOB ORD NO</u>		INCREASE/DECREASE <u>PRIOR AMOUNT</u> <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0007AC J56CFS0247		AS 2		0.00 \$		\$ 140,064.00
ZZH085		6LXJEQ				
		NET CHANGE		\$ 140,064.00		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>	ACCOUNTING CLASSIFICATION	ACCOUNTING <u>STATION</u>	INCREASE/DECREASE <u>AMOUNT</u>
Army	AS	9711 X8242AT01X6D1000ZZH 0852516ATS20113	W56HZV	\$ 140,064.00
NET CHANGE				\$ 140,064.00

		PRIOR AMOUNT <u>OF AWARD</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	139,779,633.36	\$	140,064.00	\$	139,919,697.36

ACRN	EDI ACCOUNTING CLASSIFICATION				
AS	97110X0X8242AT01	S20113	X6D1000ZZH085000002516	6LXJEQS20113	W56HZV
	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>	
G-1	ADDED	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004	
G-2	ADDED	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005	

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-3	ADDED	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

G-4	ADDED	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$10,499,890.00 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,499,890.00 dollars. (End of clause)			
H-2 ADDED	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003
a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--			
(1) A bona fide employee of the Contractor; or			
(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.			
(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:			
(1) For sales to the Government(s) of _-1-_ ,contingent fees in any amount.			
(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.			
[End of Clause]			
H-3 ADDED	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS ALTERNATE I	DEC/1991
(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.			
(b) On the date the option is exercised, the Government shall identify the foreign country for the purpose of negotiating any equitable adjustment attributable to foreign military sales. Failure to agree on an equitable adjustment shall be treated as a dispute under the DISPUTES clause of this contract. (End of clause)			
H-4 ADDED	252.243-7000	ENGINEERING CHANGE PROPOSALS	SEP/1999
(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.			
(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price or a "not less than" price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.			
(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-			
(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and			
(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.			
[End of Clause]			
H-5 ADDED	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989

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(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-2 ADDED	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-3 ADDED	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-4 ADDED	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-5 ADDED	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-6 ADDED	52.216-8	FIXED FEE	MAR/1997
I-7 ADDED	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-8 ADDED	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-9 ADDED	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-10 ADDED	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K.	APR/1998
I-11 ADDED	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-12 ADDED	52.232-20	LIMITATION OF COST	APR/1984
I-13 ADDED	52.232-22	LIMITATION OF FUNDS	APR/1984
I-14 ADDED	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-15 ADDED	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-16 ADDED	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-17 ADDED	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE I, dated April 1984)	AUG/1987
I-18 ADDED	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II dated April 1984)	AUG/1987
I-19 ADDED	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-20 ADDED	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-21 ADDED	52.248-1	VALUE ENGINEERING	FEB/2000
I-22 ADDED	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-23 ADDED	52.249-14	EXCUSABLE DELAYS	APR/1984
I-24 ADDED	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-25 ADDED	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-26 ADDED	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-27 ADDED	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-28 ADDED	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-29 CHANGED	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE I (OCT 1997) AND ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

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(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: Microsoft Word, Microsoft Excel.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: -2-.

(End of clause)

I-30	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST	OCT/1997
		OR PRICING DATA--MODIFICATIONS ```(ALTERNATE I (OCT 1997) AND	
		ALTERNATE II (OCT 1997) AND ALTERNATE III (OCT 1997))	

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

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(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: Microsoft Word, Microsoft Excel.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following electronic media: Microsoft Word, Microsoft Excel.

(End of clause)

I-31 CHANGED 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA--MODIFICATIONS ````(ALTERNATE II (OCT 1997) AND
ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the

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modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

- (d) Submit the cost portion of the proposal via the following electronic media: Microsoft Word, Microsoft Excel.
- (End of clause)

I-32 CHANGED 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR/1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$10,499,890.00 dollars.
 - (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,499,890.00 dollars.
- (End of clause)

I-33 CHANGED 52.216-25 CONTRACT DEFINITIZATION OCT/1997

(a) A Firm Fixed Price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a qualifying proposal and cost or pricing data supporting its proposal.

- (b) The schedule for definitizing this contract is:
 - Contractor submission of proposal 30 Oct 2000
 - Submission of make-or-buy plan N/A
 - Submission of subcontracting plan 28 Sep 2000
 - Commencement of negotiations 30 Nov 2000
 - Definitization of contract 30 Dec 2000

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of

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the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the DISPUTES clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the LIMITATION OF GOVERNMENT LIABILITY clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of Clause)

I-34 ADDED 52.204-7

CENTRAL CONTRACTOR REGISTRATION

JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

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(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at

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<http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-35 ADDED 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary

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for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-36 ADDED 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS JUN/2005

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-37 ADDED 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and

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vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

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(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	25-AUG-2006	001	ELECTRONIC
Attachment 0003	DEPROCESSING & FIELDING AGREEMENT	22-JUN-2006	018	IMAGE
				ELECTRONIC
				IMAGE

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Status	Regulatory Cite	Title	Date
L-1 ADDED	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	JAN/2004
L-2 ADDED	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	JAN/2004
L-3 CHANGED	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a Cost/No Fee contract resulting from this solicitation. (End of provision)			

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SECTION M - EVALUATION FACTORS FOR AWARD

Status	Regulatory Cite	Title	Date
M-1 ADDED	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-2 ADDED	52.247-4015 (TACOM)	EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN)	SEP/2006

We will compute and identify transportation costs for the basic quantity only.

[End of Provision]